



Mayor Vince Martinez

Deputy Mayor Patrick Olivo

Marco DiBattista, Township Committee

Jessica Rafeh, Township Committee

Nicole Roberts, Township Committee

Tim Killion, Administrator

Elizabeth Peddicord, Chief Financial Officer

Katelyn Ubil, Purchasing Agent

**TOWNSHIP OF PENNSAUKEN
5605 NORTH CRESCENT BOULEVARD
PENNSAUKEN, NJ 08110**

RFP Specifications for:

**Point of Sale (POS), Identification Database,
and Integrated Tee Sheet System**

TOWNSHIP OF PENNSAUKEN
CAMDEN COUNTY, NEW JERSEY
NOTICE TO BIDDERS

Notice is hereby given that sealed Competitive Contracting Proposals will be received by the Township of Pennsauken on **Tuesday January 9, 2024 at 10:30am** prevailing time at the Pennsauken Municipal Building, 5605 North Crescent Blvd. Pennsauken, NJ 08109 at which time and place proposals will be opened and read in public for:

RFP: The Township of Pennsauken is seeking proposals for a Point of Sale (POS), Identification Database, and Integrated Tee Sheet system for use in making on-line, on-site and/or voice activated reservations and purchases at Pennsauken Country Club Award shall be made for an initial two (2) year base term with three (3) optional one (1) year extensions.

Proposals must be made on the standard proposal forms, be enclosed in a sealed package bearing the name and address of the bidder and Bid #, Bid Title and Respondent Name on the outside, addressed to Katelyn Ubil, Purchasing Agent at the address above.

Specifications and Proposal forms are on file in the office of the Township Clerk and may be obtained during regular hours from 8:30 am and 4:30 pm Monday through Friday. Cost is \$20.00 (\$25.00 if mailed) and is non-refundable. **They may also be downloaded from the Township's website free of charge at www.twp.pennsauken.nj.us**. Electronic submission of bids will not be accepted.

Pursuant to N.J.S.A 40A:11-23c, Addenda may be issued for the bids. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement. If bidders obtain a bid from the website, it is their responsibility to check the website and purchasing department prior to the bid opening to see if addenda have been issued. Copies of addenda or notice of same will be made available on the Township Website or will be faxed or sent via U.S. Mail to all registered vendors, bidders who pick up bid specifications from the Municipal Building or receive specifications from the Municipal Building or receive specifications by mail will automatically receive copies of addenda.

A proposal form which is included with the specifications is to be completed and returned with the bid.

The signed proposal forms must be delivered to the place on or before the hour named above. Bidders name, address and bid packet number must appear on the outside of a sealed envelope. The right is reserved to reject any or all proposals, in whole or in part, or to make awards to such bidder or bidders who, in the judgment of the Township Committee makes the most advantageous bid and to waive such informalities as may be permitted by law.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 et seq.

By order of the Township Committee of the Township of Pennsauken, in the County of Camden and the State of New Jersey.

Elizabeth Peddicord, QPA

DATED: December 19, 2023

Questions by prospective bidders concerning the bid may be addressed to Katelyn Ubil, Purchasing Agent for the Township of Pennsauken in writing via email: kubil@pennsauken.gov or via fax (856) 665-7602. Please note the aforementioned contact is authorized only to direct the attention of prospective bidders to various portions of the contract so that they may read and interpret each portion for themselves. NO employee of the Township of Pennsauken is authorized to give interpretations of any portion of this bid or to give information as to the requirements for the bid in addition to that already contained in the bid unless as a formal addenda.

Interpretations of the bid or additional information as to its requirements, when necessary, shall be communicated to bidders ONLY by written addendum issued by the Purchasing Agent of the Township of Pennsauken.

Township of Pennsauken General Instructions

1. SUBMISSION OF BID

- A.** Sealed Proposals shall be received in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B.** Each bid shall be submitted on the proposal form attached, in a sealed envelope:
 - I.** Addressed to the Purchasing Agent
 - II.** Bearing the name and address of the bidder on the outside.
 - III.** Clearly Marked Bid with the name of the item(s) being answered.
Provide one (1) Original & four (4) copies of the response.
- C.** It is the respondent's responsibility to see that Proposals are presented to the Purchasing Agent on the hour and at the place designated. Proposals may be hand delivered or mailed; however, the Township disclaims any responsibility for Proposals forwarded by regular or express mail. If the Bid is sent by express mail, the designation in B. above must also appear on the outside of the express company envelope. Proposals received after the designated time and date will be returned unopened.
- D.** The Township reserves the right to postpone the date for presentation and opening of Proposals and will give written notice of any such postponement to each prospective bidder as required by law.
- E.** Multiple Proposals Not Accepted- More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

2. INTERPRETATIONS AND ADDENDA

- A.** The respondent understands and agrees that its bid is submitted on the basis of the specifications prepared by the Township. The respondent accepts the obligation to become familiar with these specifications.
- B.** Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the Township of such ambiguities, errors or omissions, the bidder shall be bound by the RFP.
- C.** No oral interpretation of the meaning of the specifications will be made to any vendor. Every request for an interpretation must be received at least ten (10) days prior to the date fixed for opening of the Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective vendors, in accordance with the Statute. Addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the proposal. The Township's interpretations or corrections thereof shall be final.

- D. If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall be used.
- E. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.

3. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.
- G. Wherever practical and economical to the Township, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

4. AWARD

- A. The Township reserves the right to accept or reject any or all Proposals, to waive identified irregularities and technicalities, and to award in whole or in part to the lowest responsible vendor, if it is in the best interest of the Township to do so. Without limiting the generality of the foregoing, and RFP which is incomplete, obscure, or irregular may be rejected, any RFP having erasures or corrections in the price sheet may be rejected; any RFP in which unit prices are omitted, or in which unit/ total prices are unbalanced, may be

rejected; and RFP accompanied by any insufficient or irregular certified check, cashier's check or bid bond may be rejected.

- B.** The Township further reserves the right to award each item separately to the lowest responsible bidder meeting specifications or to make an award based on the total bid to the bidder whose total sum in the low bid meeting the specifications or to make an award based on the total bid to the bidder whose total sum is low bid meeting the specifications, whichever in the awarding authorities' opinion is in the best interest of the Township. Without limiting the generality of the foregoing, the Township reserves the right to award a contract based on either option that may be described in the bid proposal or based on any combination thereof.
- C.** The Township reserves the right to award equal or tie Proposals at their discretion to any one of the tie bidders.
- D.** Should the bidder, to whom the contract is awarded, fail to enter into a contract, the Township may then, at its option, accept the bid of the next lowest responsible bidder.
- E.** Government entities are not private business/consumer clients; therefore, separate company agreements are not honored. Terms of the specifications/bid package prevail unless otherwise noted by the vendor as exceptions.
- F.** In the case of default by the bidder or contractor, the Township of Pennsauken may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.
- G.** Award shall be made for an initial two (2) year base term with three (3) optional one (1) year extensions

5. NON-COLLUSION AFFIDAVIT

- A.** The Affidavit shall be properly executed and submitted with the bid proposal.

6. NON-DISCRIMINATION

- A.** There shall be no discrimination against any employee engaged in the work required to produce the commodities covered by any contract resulting from this bid, or against any applicant to such employment because of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. This provision shall include but not be limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

7. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

A. No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text.

B. Procurement, Professional and Service Contracts

1. ALL successful vendors must submit prior to an award of the contract one of the following:

- i. A photocopy of their Federal Letter of Affirmative Action Plan Approval,
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of completed Affirmative Action Employee Information Report: AA302- available online at www.state.nj.us/treasury/contract_compliance

C. Construction Contracts

1. All successful contractors must submit prior to signing of the contracts an Initial Project Manning Report (AA201-available online at www.state.nj.us/treasurey/contract_compliance) for any contract award that meets or exceeds the bidding threshold.

8. . NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

A. The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.,). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

9. STOCKHOLDER DISCLOSURE

A. N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

10.ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

- A. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Township.
- B. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

11. INSURANCE AND INDEMNIFICATION

- A. If it becomes necessary for the contractor, either as principal or by agent or employee, to enter upon the premises or property of the owner in order to construct, erect, inspect, make delivery or remove property hereunder, the contractor hereby covenants and agrees to take use, provide and make all proper, necessary and sufficient precautions, safeguards, and protection against the occurrence of happenings of any accident, injuries, damages, or hurt to person or property during the course of the work herein covered and be his/her sole responsibility.
- B. The contractor further covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and loss occurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.
- C. The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided with the owner named as additional insured.
- D. INSURANCE REQUIREMENTS**
 - 1. **Workers Compensation** insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
 - 2. **General Liability Insurance** shall be provided with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$2,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage. The Township of Pennsauken shall be included as an additional insured.
 - 3. **Automotive liability insurance** covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and each accident for property damage, combined shall be

maintained in full force during the life of the contract and shall include provisions for thirty (30) days written notice to the Township of cancellation and/or modifications of such policies, except for non-payment which would be ten (10) days, and the contractor/vendor shall provide the Township Administrator's Office with certificates of insurance evidencing such policies and provisions.

E. CERTIFICATES OF THE REQUIRED INSURANCE

1. Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.
2. Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

F. INDEMNIFICATION

1. Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.
2. Township of Pennsauken will not accept Mutual Limitation of Liability terms.

G. All policies maintained shall name the Township of Pennsauken as an additional insured and shall provide for thirty (30) days written notice to the Township of Pennsauken of cancellation and/or modifications of such policies, except for non-payment which would be ten (10) days, and the contractor/vendor shall provide the Township Administrator with certificates of insurance evidencing such policies and provisions.

H. All insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

I. Bidders lacking such coverage must have the attached "Consent of Insurance: form fully executed and returned with this bid as proof that such coverage will be in place at the time of signing of the contract. Evidence of actual insurance coverage must be by way of a policy which shall be submitted to the Township Administrator with the return of the signed contract.

12. PAYMENT

Payment will be made after a properly executed Township voucher has been received and formally approved on the voucher list by the Township Committee at its subsequent regular meeting. The voucher will be certified correct by the department head who received the goods or services.

13. TERMINATION

- A. *DEFAULT***- Non-performance of the Contractor in terms of specifications shall be a basis for termination of the contract by the Township. The Township may terminate the contract upon 30 days' written notice to the Contractor. The Township shall not pay for any services and/or materials which are unsatisfactory. The contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
- B. *UNCONDITIONAL TERMINATION FOR CONVENIENCE***- the Township may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the contractor.
- C. *TERMINATION FOR DEFAULT***- If the Contractor fails to meet deadlines, or fails to provide the agreed upon services, and or material altogether, a termination for default will be issued, but only after the Township has determined the Contractor has failed to remedy the problem after being forewarned.
- D. *TERMINATION BY THE TOWSHIP***- If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Township may terminate this contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work of this contract, the Township shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed seven (7) calendar days to cure such deficiencies.

14. ADDITIONS/DELETIONS OF SERVICE

The Township reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally to the amount of service deleted in accordance with the bid price. Should additional services be required, payment to the Contractor will be increased proportionally to the amount of service added in accordance with the bid price.

- 15.** Vendor's literature and/or pricing sheets will not be accepted in lieu of completing the proposal blank(s) set forth in these specifications.
- 16.** Bidders shall not write in margins or alter the official content or requirements of the Township bid documents.

17. SPECIFICATIONS

Any prospective vendor who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the Proposals. Challenges filed after that

time shall be considered void and having no impact on the contracting unit or the award of the contract.

18. OWNERSHIP OF MATERIAL

- A.** The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.
- B.** Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on CD_ROM media compatible with the owner's computer operating system, windows based, Microsoft Office.

19. AMENDMENTS TO NJSA 2C:21-33 et. Seq. "Truth in Contracting"

New provisions of law govern false claims and representation. It is a serious crime for the vendor to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities and gifts; and conflict of interest. Please consult the statute for further information.

20. PROOF OF BUSINESS REGISTRATION

Certificate required pursuant to C57, PL2004. Certificate required pursuant to C57, PL2004: failure to be registered by time of contract may be cause for rejection. Entities or individuals that need to file for a certificate may do so on-line through the NJ Division of Local Government Services at the following link: <https://www.state.nj.us/treasury/revenue/busregcert.shtml>

21. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-

20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

22. NON-ALLOCATION OF FUNDING TERMINATION

Each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third party contractor.

23. NON-PAYMENT OF PENALTIES AND INTEREST ON OVERDUE BILLS

Public funds may be used to pay only for goods delivered or services rendered. The Township will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Township to pay additional fees.

24. FIRM FIXED CONTRACT

This is a firm fixed contract, prices firm, FOB Township locations. No price escalation. The vendor shall void the contract and permit the Township to solicit open market pricing should any price increase or surcharge be imposed.

25. W-9

Successful bidder/respondent shall complete W-9 Form and submit to purchasing prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

26. SOURCE OF SPECIFICATIONS/RFP/BID PACKAGES

Official Township RFP and Bid packages for routine goods and services are available from www.twp.pennsauken.nj.us at no cost to the vendor. There is a cost associated with picking up or mailing of packages. Potential vendors are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. The Township is not responsible for third party supplied specifications.

27. IRAN INVESTMENTS

P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

28.COMPETITIVE CONTRACTING EVALUATION

- A. All proposals shall be evaluated on the merits of what is included in the Proposals submitted to the Township of Pennsauken. The Township reserves the right to reach out to a vendor to get clarification on Proposals on specific items if necessary during the deliberation process.
- B. Certain contracts may request for vendors to give a presentation on the services they are proposing. If and when a prospective contractor/vendor is given the opportunity to give such a presentation, the contractor shall be restricted to only present what is included in the original proposal. If new information is offered during the evaluation period, it shall not be taken into account during the review process.
- C. All Proposals shall be evaluated based on the statutory categories as per NJAC 5:34-4.1 which is Technical, Management, and Cost criteria. These categories may be broken out into sub categories but shall remain within the confines of the three core criteria.
- D. Weights of Criteria- unless required by another regulatory body or board at no time shall weights of the criteria be divulged to prospective bidders/contractors. Vendors are encouraged to submit a balanced proposal highlighting their best offering to the Township of Pennsauken. All weights shall be announced out loud on the day at which Proposals are opened publicly.
- E. Evaluation Team- vendors are prohibited from contacting any member of the evaluation team directly without a formal invite. If it is found that a vendor has attempted to discuss their proposal with a team member without an invite, then their proposal may be deemed unresponsive. ALL QUESTIONS DURING THE EVALUATION PERIOD SHALL BE DIRECTED TOTHE PURCHASING AGENT.

SCOPE OF WORK

The Township of Pennsauken is seeking proposals from qualified proposers for a Point of Sale (POS), Identification Database, and Integrated Tee Sheet system for use in making on-line, on-site and/or voice activated reservations and purchases at the Pennsauken Country Club.

The Township of Pennsauken owns and operates the Pennsauken Country Club (PCC). PCC currently uses a POS and live call reservations. PCC is looking for a vendor to provide one or more of the following services: market the golf course, POS System with integrated tee sheet component for the golf course, and IVR/Call Center capability for reservations not made on-line.

Proposers shall submit their product speaking to at a minimum of POS standalone and with an integrated tee sheet, on-line booking, and either IVR/Call Center capability for reservations not made on-line.

These three (3) components shall make up the base necessity for this RFP, additional modules and advanced technology can and shall be submitted if the proposer believes that it meets the current and future needs of PCC as described herein. Proposers shall submit one (1) original and four (4) color copies of their proposal, in addition to the submission, respondents who are deemed qualified against the criteria contained herein shall be required to make either a live, in-person or web based presentation to the selection committee to demonstrate how their technology meets the needs of PCC for various functions described herein. PCC should be presented with options for both a locally hosted and .asp hosted environment(s), both with 24/7/365 tech support. All necessary hardware, software, licensing fees, training, warranties, etc. shall be covered within the financial proposal for this submission. All hardware and software shall be the property of and owned by the proposer. As such, all hardware and accessory equipment provided to PCC in fulfillment of the contract shall be maintained and/or replaced as required, "no questions asked" for the duration of the contract period(s). The successful proposer shall be required to provide all necessary training and transition and integrate the existing database to the successful respondent's system. Whatever the proposers' structure of the financial proposal, terms shall be presented as an annual cost over the base and extension years of the contract. It is the intent of PCC that an award shall be made for an initial two (2) year base term with three (3) optional one (1) year extensions to be awarded in the sole interest of PCC. Considerable weight shall be given to proposals with a high quality graphic interface, ease of use, functionality, technical capabilities, etc.

GENERAL SPECIFICATIONS

The Township of Pennsauken is looking for a service provider in the field of POS and golf industry solutions. Seeking services including but not limited to; credit/debit card processing with PCI compliance and all necessary certification(s) to protect financial interests and the security of sensitive customer data, marketing, promotion, analysis, metrics, client communication, online tee sheet with POS integration, and internet and technology solutions for the Pennsauken Country Club.

The following services should be included in the base proposal:

- The delivery and installation of the golf management system and marketing program.
- On-site training for management and staff.
- On-going maintenance and support services for the system.
- The provision of credit card processing readers that have “chip” and “tap” capabilities for all locations that are Payment Card Industry Data Security Standards (“PCI DDS”) compliant and receipt printers.

CUSTOMER DATABASE

The Customer Data Base shall meet the following minimum requirements:

- 100% web/cloud based and require zero onsite servers or downloading of any apps on tablets or PCs.
- Automatic scheduling of data backup to prevent loss of data.
- System provides for restoration of archived data.
- Software must have "Touch Screen" capabilities.
- System needs Training and Testing mode.
- Can be accessed from any internet-based device.
- Database updates done in real time.
- Automatic entry into database of all new users of reservation system.
- Ability to update/edit database information.
- Customer relationship management system that can prevent customer duplication, identify golfer use and transaction patterns, and assist management in marketing to these customers.
- Allow for multiple customizable player types and rights.
- Automated segmentation of e-mail lists based on player type and preferences.
- Ability to enter and query customer data such as name, address, email address, and telephone number.
- Specifically targeted e-mail databases based on customer profiles that are fully integrated into the cloud-based point of sale and tee sheet provider. No importing or exporting into a separate platform for emailing and texting.
- Integrated web-based customer information/email function that allows customers to add themselves to our database and segmented lists that prevents golfers

from creating duplicate accounts based on various data points including e-mail address and phone number.

CLOUD BASED TEE SHEET

The Tee Sheet System shall meet the following minimum requirements:

- 100% web/cloud based and require zero onsite servers or downloading of any apps on tablets or PCs.
- Accessible on any device from any location without limitations on how many users.
- Reporting capabilities that are integrated into the POS, can support multiple facilities with multiple configurations of 9, 18 and 27-hole golf courses, and can provide multiple types of views with multiple color-coding options.
- Ability to book 1, 2, 3 or 4 person groups in a single tee time.
- Automated e-mail confirmation for all tee times, booked online, in-person or over the phone.
- Flexible and customizable rate and price categories.
- Option for customizable templates for tee sheets, inventory items, services, etc.
- Ability to review booking history for a single tee time and would be able to review all bookings and cancellations linked to an individual tee time in one inquiry/report.
- Drag and drop functionally in order to move tee times without having to save, cut, copy, or paste.
- Provide an option to repeat a tee time for as far out as desired with the following options: once, daily, weekly, and biweekly.
- Ability to create shotgun starts
- Ability to create blocks for tournaments, events, etc., with the ability to modify the time increment by clicking and dragging.
- Visual indication of golfers that are checked-in.
- Support automatic check-in of golfers.
- Support barcode registration key fobs.
- Ability to change tee time intervals within the day or specific date ranges.
- Set turn times for each nine holes of play.
- Ability to maintain notes on individual golfers, outings, and leagues.

TEE TIME RESERVATION SYSTEM

The Tee Time Reservation System shall meet the following minimum requirements:

- 100% web/cloud based and require zero onsite servers or downloading of any apps on tablets or PC's.
- Mobile and non-mobile optimized website integrated online booking engine with customizable booking rules and that allows golfers to book tee times in real time, can identify and treat golfers differently depending on the customer type, and can be accessed by non-registered golfers. The ability for online reservations to be linked with each golfer's specific price class and all golfer access shall require credit card validation.

- Ability to book 1, 2, 3 or 4 person groups in a single tee time.
- Automated e-mail confirmation for all tee times, booked online, in-person or over the phone.
- Allow user to view multiple course availability on one screen.
- Restrict available times base upon player types.
- Restrict “days out” booking based upon different player types.
- Allow golfers ability to check for available tee times at all courses without prior registration.
- Customer’s ability to modify or cancel reservation in accordance with defined policies.
- Customer’s ability to login to system to edit user profile including unique password.
- Interactive Graphical Calendar displays days out availability based on golfer type.
- Fully customizable tee time booking engine (TTBE)- i.e. graphics, colors, layout, rules, policies, etc.
- Days out restriction can be set based on user/membership level.
- Allow searches for available tee times on all tee sheets with one request.

CLOUD BASED GOLF SPECIFIC POINT OF SALE (“POS”)

The golf specific POS shall meet the following minimum requirements:

- Screens must be user-friendly, and system must be quick and responsive with minimum keystrokes for each transaction.
- Be 100% web based and requires zero onsite servers or downloading of any apps on tablets or PCs. Users may be able to access the POS from any location, using any device that can connect to the internet.
- Include a gift certificate management and accounting system that allows certificates to be purchased at any facility, or online and redeemed at any facility regardless of where it was purchased. POS shall digitally store gift card balances and display those balances on the POS screen without having to go into a separate screen or module. Gift cards shall have no user/finance fees.
- Unlimited quick buttons that can be sorted by columns, color codes and drop downs. Touch screen POS ability.
- Digitally store and display passes, registrations, and memberships on the POS screen without having to go into a separate screen or module.
- Screen must display the expiration date of a registration or membership.
- Include a starter interface for the tee sheet system.
- Allow customizable receipt messages.
- Course specific ability to access change, add, delete and edit touch screen buttons.
- Real time status reports to include cash, and all day's transactions.
- Ability to reprint day's transactions.
- Access to update rates and other features must be user friendly and available to the staff.

- Move between the tee sheet and point of sale with one click of a button without losing data on either screen.
- Can accommodate unlimited member levels and "golfer types".
- Allows user to quickly change the SKU brought in from tee sheet by selecting it and choosing the new rate.
- Must be configured with an integrated credit card processing system that is Payment Card Industry Data Security Standards ("PCI DDS") compliant.
- Support issuing of prorated rain check based on how many holes were played and how much customer originally paid.
- Visually displays indication on tee sheet that a customer has checked in, paid, received a rain check, and/or refunded.
- Ability to pull up complete purchase history of transaction for refund and refund tracking.
- Provide history of individual's purchases.
- Easily split the bill for customers who want to pay for just their purchases.
- Quickly remove the tax on an item for tax exempt purchasers such as charities or churches.
- Apply a tax to a miscellaneous purchase.
- Apply multiple tax types to an item.
- Track voids and returns.
- Quickly delete or add items from the sale if customer changes mind without voiding sale.
- Return the whole ticket by transaction number.
- Apply general ledger account codes to individual departments for electronic posting to accounting system.
- Ability to track different payment methods (e.g., cash, credit cards, gift cards) separately.
- Ability to associate credit card and gift card payments to specific account.

INVENTORY MANAGEMENT

The Inventory Management POS shall meet the following minimum requirements:

- Have modern inventory management capabilities that can manage transactions via keyboard entry and barcode scanner and track all stock items in the pro-shop.
- Have an inventory database that supports multiple facility operations and can be partitioned by facility.
- Have the ability to add and delete inventory, tender, and other buttons to the POS interface.
- Have the ability to use manufacturer SKU codes or generate and print SKU codes.
- Have the ability to combine multiple inventory items into one SKU code.
- Have multiple menus and sub menus for inventory items and service.

- Produce monthly inventory report containing beginning balance, items received, items sold and ending balance compared to physical count. Management to make necessary adjustments.

E-MAIL/MARKETING FEATURES

The Email and Marketing features shall meet the following minimum requirements:

- Unlimited email blasts.
- Email scheduler.
- Bounce management- system monitors email bounces automatically.

TEXT FEATURES

The Text features shall meet the following minimum requirements:

- Ability to send mass text messages to groups or individuals.
- Ability to send out text reminders of tee times.

MARKETING TOOLS AND RESOURCES

The Marketing Tools and Resources shall meet the following minimum requirements:

- Promotional Materials Library of web and email-based promotions available.
 - Professionally written sales letter templates provided for memberships, outings, etc.
 - Image library with golf related stock images for use on the website and other marketing materials.
- Unlimited text messaging that is fully integrated into the cloud-based point of sale and tee sheet program.
- Website Development and Support Services: Ability to provide development, including semi-custom design and coding of the website that include a template content management portal. The minimum technical requirements/supported browsers for the highest quality as are follows: Chrome, Safari, and Microsoft Edge, and sizing should be responsive to automatically fit desktop/mobile screens.

ADVANCED REPORTING

The Advanced Reporting features shall meet the following minimum requirements:

- Ability to extract daily, weekly, monthly, and annual information and compare it to previous time periods.
- Custom financial reports must include Gross Sales, Sales Tax Collected, Net Sales, Total Credit Card Receipts, Total Cash Receipts, Total Gift Cards Redeemed, Total Trade-In Credits.
- Reporting should show Gross Sales versus Total Payments and be able to reconcile same for any chosen period of time.
- Ability to schedule any available report to be emailed to any user-designated email address(es) on any day or time desired and be able to repeat that delivery according to a predetermined schedule.

- Ability to track golfer revenue by location for any day/date range.
- Comparison of current and prior years using course defined date and time range.
- No show reports.
- Reports must be available for download at any time.
- Reports must be available in PDF, Excel, and CSV formats.

SYSTEM COMPATIBILITY

The System Compatibility shall possess the ability to operate within the current system which includes:

- Windows 10 environment with 100 megabits (Mbps) of bandwidth at each course.
- The minimum technical requirements/supported browsers for the highest quality are as follows: Chrome, Safari, and Microsoft Edge, and sizing should be responsive to automatically fit desktop/mobile screens.

HARDWARE REQUIREMENTS

The Hardware requirements shall meet the following minimum requirements:

- Credit card processing readers that have “chip” and “tap” capabilities for all locations that are Payment Card Industry Data Security Standards (“PCI DDS”) compliant and receipt printers.
- Touch screen Workstation computer
- 14” Screen IPAD or equivalent for use of wireless access
- Bar/QR code scanner
- Cash Drawer
- Receipt printers
- Online payment capabilities
- All proprietary and non-proprietary software and licenses required for system functionality.
- Supply Wireless Hardware (ECP shall provide the service)

SECURITY

The system’s Security shall meet the following minimum requirements:

- An Employee Permissions module to allow administrator(s) to control what employees see and do within the software, i.e., allow employees to create or view tee times while prohibiting them from editing or deleting tee times, restricting employees from deleting a sale without a manger’s permission, and have multiple levels or password protected security access to components and features of the system.
- A password management system.
- Customizable registered and non-registered booking rules and rights for the online tee sheet.
- Tee time locks that prohibit golfers and/or staff from booking the same open tee time at the same time accidentally and that do not require a manual screen refresh.

ACCOUNTING

The system's accounting features shall meet the following minimum requirements:

- Ability to add multiple General Ledger (GL) accounts and tie one or more of them to individual inventory, service, or golf items.
- Ability to add multiple tax types and handle taxable and non-taxable transactions.
- Facilitate multi-tender payments including cash, check, credit card, gift certificate/card, and rain check.
- Summary and detailed reporting of revenues, rounds, sales, returns, rainchecks, gift cards, tee time reservations, no shows, memberships, etc., that can be partitioned by facility or as a group of facilities.
- Detailed inventory reports with exceptions, inventory levels, reorder levels, costs of goods sold, etc.
- An audit trail with the ability to track transactions by facility and user.

SERVICE AND SUPPORT

The CONTRACTOR'S service and support shall meet the following minimum requirements:

- Unlimited phone and e-mail support available 24 hours a day, 7 days a week.
- Unlimited online training.
- Data entry assistance as needed.
- Data is protected, secure and backed up with redundancies.
- All data is private and owned by the course.

GOLF MANAGEMENT SOFTWARE MAINTENANCE

The golf management software provider shall be able to provide:

- Monthly updates to the software at no cost.
- Cloud-based software that is accessible on any device, anywhere without having to download any apps or programs on any device.
- A fully multi-course solution, which can share one customer database at all courses.

MARKETING PLATFORM

- Promotion of courses and tee time inventory on providers website(s)
- Marketing of courses across provider's assets including but not limited to internet, television, radio, and print.
- Demand-based pricing support
- Revenue at risk analysis
- Tee sheet management services
- Dedicated LOCAL Market Management Team
- Online tee time booking engine with online tools for managing tee time inventory, e-mail.
- Supply in-depth monthly report/analytics on all successful vendor bookings. Analytics including but not limited to, Year to year comparison, YTD comparison

and month over month comparison. Supply source of bookings, e.g., successful vendor, Website or mobile. Includes geographic location of golfers.

1. Qualifications:

All proposers are to submit with their proposal:

- A.** Proof of experience in developing on-line tee time booking/integrated tee sheet services. Please provide details of similar projects, deadlines, description of management duties and contact information for prior clients. A minimum of five (5) references and corresponding letters of recommendation must accompany all proposals.
- B.** Names and resumes of all personnel to be assigned to this project, including their function along with an organizational chart specific to those personnel assigned to the project.
- C.** Provide a schedule for implementation and transition showing all relevant milestones including start and end dates.
- D.** Qualified proposer shall make a web based or in-person presentation to the selection committee to demonstrate how their product performs in response to this RFP.

The Township of Pennsauken reserves the right to disqualify proposers based on experience and/or references. Proposers must be prepared to present the PCC with evidence of their financial standing upon request.

2. Selection Criteria:

All proposals will be reviewed to determine responsiveness by an internal review committee. Questions contained herein are meant to guide the committee in evaluating the submissions; however, they shall not limit the ability of the committee to ask additional and more detailed technical and/or operational

questions on the relevant subject matter. Proposal scores shall be weighted by the percentage values as set forth herein;

A. Scoring

i.	Proposers understanding of the project	25%
ii.	Experience and qualifications	25%
iii.	System Capabilities and Design Innovation	35%
iv.	Contractual Conditions including Financial Proposal	10%
v.	Proposers Presentation of technology platform	<u>5%</u>
vi.	Total available score	100%

B. Proposers Understanding of the Project

- i. Has the proposer demonstrated a thorough understanding of the purpose and scope of the project?
- ii. How well has the proposer identified pertinent issues and potential problems related to the project?
- iii. Has the proposer demonstrated that they understand the deliverables PCC expects them to provide?
- iv. Has the proposer fully responded to all the questions set forth herein?
- v. Does the proposer depict a logical approach to fulfilling the requirements of the RFP?

C. Experience and Qualifications

- i. Do the individuals assigned to the project have experience on similar projects?
- ii. Are resumes provided, complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work this project requires?
- iii. How extensive is the applicable education and experience of the personnel designated to perform the work on the project?
- iv. Has the proposer demonstrated experience in satisfactorily completing similar projects?
- v. How successful is the general history of the proposer regarding timely and successful completion of the projects?
- vi. Has the proposer provided the required letters of reference from previous clients?

D. System Innovation and Design Capabilities:

- i. Does the proposer provide marketing of PCC's assets on websites owned and operated by the proposer (if applicable)?
- ii. Does the proposer provide marketing of PCC's assets across other assets owned and operated by the proposer?
- iii. Does the proposer have the ability to provide demand based pricing support, revenue risk analysis, and tee sheet management services?

- iv. Does the proposer provide a marketing management team dedicated to the account?
- v. Does the proposer provide real time reporting?
- vi. Does the proposer develop and operate a booking engine for PCC?
- vii. Does the proposer provide robust golf focused and standalone POS System(s)?
- viii. What are PCC's obligations regarding the successful implementation and operation of the proposer's system?
- ix. What benefits are afforded the patrons by the proposer's system which are not currently offered by PCC?
- x. Does the proposer's system provide for expandability on the proposed platform to incorporate additional modules and/or devices at a later point and time?
- xi. Has the proposer submitted the necessary technical specifications and catalogue sheets for all hardware/accessories and software that is being proposed in response to the RFP?

E. Contractual Conditions including Financial Proposal

- i. Financial proposal and terms as presented to PCC?
- ii. Has the proposer provided all documents required on the RFP document checklist?
- iii. Has the proposer provided all other documentation required by this RFP?
- iv. Does the proposal follow the format and content requirements as outlined within the RFP?
- v. Has the proposer suggested any modifications to the specifications of this RFP?

3. Mandatory Submission Items:

Listed items are the minimum required to be included with the proposer's response in addition to the statutory requirements listed within the RFP;

- A.** One (1) Original and Four (4) color copies of Proposer's Response
- B.** Project Implementation Plan including organizational chart and resumes of key staff assigned to implementation, schedule, and account maintenance
- C.** Listing of equipment with technical specification sheets for each proposed item
- D.** Five (5) relevant references complete with dollar value of the work, contact information and duration of contracts.

TOWNSHIP OF PENNSAUKEN

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Bid Proposal Form	
<input checked="" type="checkbox"/>	Disclosure of Investments in Iran	
<input checked="" type="checkbox"/>	Certification of Non-Involvement in Russia or Belarus Pursuant	
<input checked="" type="checkbox"/>	References	
	Bid Guarantee (With Power of Attorney for full amount of <i>Bid</i> Bond)	
	Consent of Surety (With Power of Attorney for full amount of Bid Price)	
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Language	
	Prevailing Wage	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input checked="" type="checkbox"/>	Proof of Business Registration	
	References	
<input checked="" type="checkbox"/>	W-9	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt Addenda	
<input checked="" type="checkbox"/>	One Original Complete Bid and One (1) Complete Copies of the Bid	

THE UNDERSIGNED BIDDER HERewith SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME & TITLE: _____

DATE: _____

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS.

STOCKHOLDER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

Name of Business

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2 ____.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of
full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of
the statements contained in said Proposal (name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

References: bidder shall list at least five (5) customers for which the bidder has completed similar Projects:

Contact name, Title and Phone Number	Name & Address	Description	Amount of Contract	Start Date	End Date

TOWNSHIP OF PENNSAUKEN

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Township of Pennsauken (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Officer: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Officer _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Officer Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

☐

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

☐

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor Name

Vendor Phone Number

Vendor Address (Street Address)

Vendor Fax Number

Vendor Address (City/State/Zip Code)

Vendor Email Address for Authorized Representative

Precluded Entities List <https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-097-382/500

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

EFFECTIVE DATE:
01/01/01

FORM-BRC(08-01)


TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107330

ISSUANCE DATE:
07/14/04

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 **STATE OF NEW JERSEY**
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

